

**MINUTES  
CITY OF ST. CHARLES, IL  
GOVERNMENT SERVICES COMMITTEE MEETING  
TUESDAY, MAY 26, 2015, 7:00 P.M.**

**Members Present:** Chairman Turner, Aldr. Stellato, Aldr. Silkaitis, Aldr. Payleitner, Aldr. Lemke, Aldr. Bancroft, Aldr. Krieger, Aldr. Gaugel, Aldr. Bessner, Aldr. Lewis

**Members Absent:** None

**Others Present:** Raymond Rogina, Mayor; Mark Koenen, City Administrator; Peter Suhr, Director of Public Works; Chris Adesso, Asst. Director of Public Works - Operations; Karen Young, Asst. Director of Public Works -Engineering; John Lamb, Environmental Services Manager; A.J. Reineking, Public Works Manager; Tom Bruhl, Electric Services Manager; Jim Keegan, Police Chief; Joe Schelstreet, Fire Chief

**1. Meeting called to order at 7:00 p.m.**

**2. Roll Call**

**K. Dobbs:**

**Stellato:** Present

**Silkaitis:** Present

**Payleitner:** Present

**Lemke:** Present

**Turner:** Present

**Bancroft:** Present

**Krieger:** Present

**Gaugel:** Present

**Bessner:** Present

**Lewis:** Present

**3.a. Electric Reliability Report – Information only.**

**3.b. Tree Commission Minutes – Information only.**

**4.a. Recommendation to Approve Minor Changes to the Rules and Regulations of the Board of Fire and Police Commissioners.**

**Fire Chief Joe Schelstreet presented.** The Board of Fire and Police Commissioners is requesting two minor changes to the Rules and Regulations manual. The first considers the Oath of Office; there was an oversight when they approved their last Board rules where the Oath of Office did not include a requirement to comply with the Rules and Regulations of the Board of Fire and Police Commissioners, so that has been taken care of.

The other is Section 4 under “Defective Applications”. Previously when we accepted hand written applications, any applications that had mistakes were returned to the applicant and they got a second try. Applications are now done electronically so returning it is not possible; the application is actually part of the process so if someone cannot record their own personal information correctly, perhaps that is not a candidate that we would be interested in. The Board is requesting both of those changes to be made.

No further discussion.

Motioned by Aldr. Stellato, seconded by Aldr. Silkaitis. Approved by voice vote.

**Motion carried**

**5.a. Recommendation to approve Street and Parking Lot Closures and Use of Amplification Equipment for the 2015 Fox Valley Marathon.**

**Police Chief Jim Keegan presented.** Tonight we have Dave Chablis with us from the Fox Valley Marathon. This is the Sixth Annual Fox Valley Marathon taking place on September 19 and 20; the event on Saturday is a kid’s run which has a very minimal impact on street closures and the Sunday event is the marathon. This event has always been well managed and Dave is here to answer any questions on amplification or street closures.

**Aldr. Lewis:** I looked back in my old notes from previous years; there was an issue with Klinkey Heating. Did that get resolved and is everyone happy?

**Mr. Chablis:** We don’t impact them at all except Saturday for the kid’s race. It impacts the car wash more than Klinkey, but they have no issues now that they understand how it works.

**Aldr. Krieger:** Is it necessary for the amplification to start at 6:15 a.m.?

**Mr. Chablis:** We have gotten better at this every year; the amplification has two pieces to it and our vendor has worked with us to split this into smaller controllable pieces. The

amplification for the 6:15 is really only needed on First Street to let the runners know what is going on and that part is done in 20-25 minutes.

The part looking out east over the bridge doesn't start until about 8:00 a.m. We try to keep the speakers from First and Illinois to the Arcedeum.

We did commission an economic study from Kent State Economic Department two years ago and there are excerpts in your packet. That year it was estimated at bringing in \$1.9 million to the local economy. We feel really strongly about the economic benefit; the charitable benefit was over \$100,000 to local charities. We pay every bill ourselves, we are not a 501; this is a top rated event and we feel the economic benefit is worth one weekend.

**Aldr. Krieger:** We appreciate that you are not asking the City for money.

No further discussion.

Motioned by Aldr. Bessner, seconded by Aldr. Gaugel. Approved by voice vote.

**Motion carried**

**6.a. Recommendation to approve Contract with Schroeder Asphalt Services, Inc. for the 2015 Street Rehabilitation Project.**

**Karen Young presented.** This year the 2015 Street Program was bid through the City as it is every year; we had four bidders on this project with the low bidder being Schroeder Asphalt Services of Huntley, IL.

Schroeder Asphalt is planning on starting this project sometime in mid-June and the completion date under the contract is August 15 for the majority of our streets, with the exception of Tyler Road which will be completed after the watermain work is completed in October. This project is funded with MFT funds, the City's general funds and also our utility funds.

Staff recommends approval of the construction contract with Schroeder Asphalt Services for the 2015 Street Program in the amount of \$1,133,200.30.

**Chairman Turner:** Kristi, please call a roll.

**K. Dobbs:**

**Silkaitis:** Yes

**Payleitner:** Yes

**Lemke:** Yes

**Bancroft:** Yes

**Krieger:** Yes

**Gaugel:** Yes

**Bessner:** Yes

**Lewis:** Yes

**Stellato:** Yes

No further discussion.

Motioned by Aldr. Stellato, seconded by Aldr. Bancroft. Approved by voice vote.

**Motion carried**

**6.b. Recommendation to approve Resolution with the Illinois Department of Transportation for the 2015 Street Rehabilitation Project.**

**Karen Young presented.** This is also related to the 2015 Street Program; it is a Resolution with the Illinois Department of Transportation. Because this project does utilize Motor Fuel Tax (MFT) Funds, this Resolution informs the State of Illinois that we do have the appropriate amount of funds for this project which is \$910,000 in MFT Funds.

Staff recommends the approval of a Resolution with IDOT in the amount of \$910,000 to be used for the 2015 Street Rehabilitation Program.

No further discussion.

Motioned to table by Aldr. Stellato, seconded by Aldr. Silkaitis. Approved by voice vote.

**Motion carried**

**6.c. Recommendation to Waive the Formal Bid Procedure and approve Contract with Martam Construction for the North Tyler Road Watermain Project.**

**Karen Young presented.** As part of our investigation for the Tyler Road Resurfacing Project, it was determined that the watermain along this area was in poor condition and should be replaced prior to the resurfacing of this project. As part of the North Fifth Avenue Watermain Project, we competitively bid a project in December and had five bidders bid on the project. The scope of that project and the quantities in that project were comparable to what we are looking to do on North Tyler so we thought it would be cost effective and time saving to negotiate a contract based off of those unit prices.

Martam was the low bidder for this project and we have negotiated a contract amount of \$565,466. They are looking to start the project at the completion of the North Fifth Avenue Watermain project, which should be in early August and the watermain work would be completed in the beginning of September to be followed by the resurfacing work with the 2015 Street Program.

**Chairman Turner:** When we bid out Fifth Avenue, this was in the bid?

**Mrs. Young:** No, Fifth Avenue was bid as a standalone project. This project came to fruition later as part of the budget process. When we started analyzing the North Tyler Road Project we saw comparable quantities. The North Fifth Avenue Project was competitively bid; there were five bidders as part of that process. Instead of trying to do a full design which would cost the City more money, we tried to find a way to try to incorporate the unit prices in that contract and extend them to this project. We would like to sign a supplemental contract for the North Tyler Project utilizing the prices that we had on the other contract.

**Aldr. Gaugel:** To clarify; you say it's comparable, but this is much smaller than the Fifth Avenue project, correct?

**Mrs. Young:** In terms of length, yes; in terms of the type of work that we are doing under the contract, no. In some ways, we are at an advantage because they may have lower unit prices since the project is much larger. If we bid this project separately the cost may have been higher because of the scale of the overall project.

**Aldr. Gaugel:** Are they charging us mobilization for this since the North Fifth Avenue project is going to end and they are going to start right up with this?

**Mrs. Young:** No, they are not charging us mobilization and they typically would charge traffic control; I got them to agree to not charge us any traffic control, so we are saving money in that regard.

**Aldr. Lemke:** We are buying additional quantities of the method called "trenching"?

**Mrs. Young:** Yes; it's a separate contract with the same provisions.

**Aldr. Payleitner:** This is going to start after the North Fifth Avenue project, which is late summer?

**Mrs. Young:** The watermain work is scheduled to be complete by end of August or beginning of September and that would be followed by the roadway work.

No further discussion.

Motioned by Aldr. Lemke, seconded by Aldr. Bancroft. Approved by voice vote.

**Motion carried**

**6.d. Update on the Peck Road Resurfacing Project – Information only.**

**Karen Young presented.** As you know, the City received Federal Funding for this project. The project was bid out by the Illinois Department of Transportation (IDOT) because all federal projects are bid out by IDOT. Bidding was completed at the end of April. There were five bidders, with the low bidder being Harden Paving in the amount of \$547,943.70. Currently the project is under contract execution with IDOT. Typically it takes 45 days and we are coming up on that 45 days so that project should be awarded to the contractor shortly. As of right now, we anticipate construction starting in July. It's a 35 working day completion contract so we are looking at late August, early September depending on weather.

Our Public Services Department was able to get the pedestrian flashing signs up for the short term and they will be up for the duration of the project.

No further discussion.

**6.e. Recommendation to approve Inter-Governmental Agreement between the City of St. Charles, St. Charles Park District and Forest Preserve District of Kane County for the Active River Project.**

**Chris Adesso presented.** This is a recommendation to approve an Intergovernmental Agreement between the City of St. Charles, the St. Charles Park District and the Forest Preserve District of Kane County for the Active River Project. You may recall in February 2014, the City approved a financial commitment of \$20,000 to the Active River Project. That was part of a partner commitment of \$20,000 from the Park District and the River Corridor along with a Riverboat grant to solidify a larger amount of funding to engage a professional services vendor to update the 2002 River Corridor Master Plan.

What you have before you this evening is a legal agreement that allows the City, the Park District and the Forest Preserve District to engage in the professional services contract together and also allows the park district to act as the lead agency and essentially administer the contract on our behalf. This document has been fully vetted by our legal counsel, by the Park District's legal counsel and Forest Preserve legal counsel. If there are no questions, staff recommends approval of the Intergovernmental Agreement between the City, the Park District and the Forest Preserve District for the Active River Project.

**Aldr. Payleitner:** This is for making decisions, not for guaranteeing financing or anything like that?

**Mr. Adesso:** Correct. Basically this agreement allows the Park District to act as the lead agency and the three agencies to come together as a partnership simply to engage in a contractual relationship with a professional services vendor to update the plan. It in no way prohibits or suggests or takes away any approvals that will be needed down the road.

It doesn't tie anyone to any capital improvement project and it also does not take away this committee's ability to review the new updated Master Plan and approve it in any way.

**Aldr. Lewis:** I just want to reiterate that Aldr. Payleitner asked that question because that was my concern too.

**Chairman Turner:** All the money we have committed so far has already been committed; this is just giving the authorization for this group to spend it?

**Mr. Adesso:** That is exactly correct.

No further discussion.

Motioned by Aldr. Bessner, seconded by Aldr. Bancroft. Approved unanimously by roll call vote. **Motion carried.**

**6.f. Recommendation to Waive the Formal Bid Procedure and approve the Main Street Alcove Repairs.**

**A.J. Reineking presented.** As many of you know, in March 2015, the north column on the southwest alcove of the Main Street Bridge was damaged in an apparent hit and run incident. The column has been temporarily reinforced with foundation jacks. Immediately after we were notified of the damage, the City engaged Wills Burke Kelsey Associates (WBK) to plan for permanent repair. WBK subsequently requested that Architectural Cast Stone (ACS), the original stone manufacturer, participate in the design as well as review the other Main Street alcoves and the Prairie Street Bridge for structural and aesthetic defects.

That review was prompted by a FY 14/15, budgeted Capital Project to make the structural repairs. Many of you may have noticed the chipped corners, as well as the cracks and spawling on the planters and columns in the alcoves Downtown. Funds were also budgeted to repair the exposed rebar on the Prairie Street Bridge near the Bob Leonard Walkway. The review by WBK and ACS indicated there was also a need to grout and caulk the areas through the alcoves to prevent any further water damage or deterioration.

ACS has provided a quote to perform the repairs. Staff feels there is an advantage to grouping the work together to achieve economies of scale. In addition, there is an advantage to having the contractor who performs the work also be the manufacturer of the material. ACS still has the original plans from when the columns were first installed and they will be able to match the existing. We anticipate that all work will be able to be completed in anticipation of the America in Bloom judging.

Staff recommends waiving the formal bid procedure and approving an agreement with Architectural Cast Stone for the repairs to the Main Street Alcove and Prairie Street Bridge in an amount not to exceed \$63,275.

**Chairman Turner:** Were we insured for that accident?

**Mr. Reineking:** Our insurance has a \$50,000 deductible and the actual cost of the damage didn't exceed our deductible.

**Aldr. Gaugel:** I realize this was an accident, but for the structural part of this; can the stone itself be seen as being an inferior quality product? Is it an issue that we are going to use Architectural Cast Stone again?

**Mr. Reineking:** I don't think so; the stone itself and the columns are actually built in two pieces and it was hit between the two pieces and broke it away. The stone itself is solid, especially being a cast stone product; it is not as susceptible to chipping of the mortar or requiring tuck pointing.

Having said that, if you are on the bridge when a semi and full load trailer goes over it, the bridge does flex, and since concrete is a non-forgiving material, we are experiencing some of these structural defects.

No further discussion.

Motioned by Aldr. Stellato, seconded by Aldr. Silkaitis. Approved unanimously by voice vote. **Motion carried.**

**6.g. Recommendation to approve License Agreement and Resolution for Lazarus House Refuse Enclosure.**

**John Lamb presented.** This is a recommendation to approve a License Agreement with the Lazarus House for a refuse enclosure. Currently the Lazarus House does not have any interior or exterior space to house their refuse and recycling containers so we are asking them to put it in an enclosure as we have done with other businesses in the City. This enclosure will be on the City parking lot adjacent to Lazarus House. As always, the License Agreement stipulates what space can be used and the plans are reviewed by City Staff and built to code. Lazarus House is responsible for paying all the enclosure costs and future maintenance.

Staff recommends approval of the License Agreement for Lazarus House Refuse Enclosure.

**Aldr. Krieger:** I've noticed that when the hauler dumps the trash from an enclosure they forget to close the doors. The most notable is at 6<sup>th</sup> Avenue and Cedar; you can't see to get around the corner because it is always open. I would not want that happening on

Walnut Street, too. I think whoever is picking up the garbage needs to be more responsible or the person in charge of the business should be more responsible.

**Mr. Lamb:** I made note of the location; I will find out who is responsible. All of the locations in town have the right to use their own refuse hauler, but I will follow-up with the property owner to make sure they close their corral doors. I will also talk with our contact at Lazarus House to make sure they keep their new corral doors closed.

No further discussion.

Motioned by Aldr. Silkaitis, seconded by Aldr. Gaugel. Approved unanimously by voice vote. **Motion carried.**

**6.h. Recommendation to approve an Ordinance Authorizing Amendment of Title 13 “Public Utilities”, Chapter 13.16, “Water”, Section 13.16.205 “Water Conservation” of the City of St. Charles Municipal Code.**

**John Lamb presented.** At the March Government Services Committee meeting, there were amendments to the Water Conservation Ordinance. Unfortunately some of the existing language was inadvertently omitted. Therefore, the language needs to be placed back into the Ordinance and amended as such.

No further discussion.

Motioned by Aldr. Stellato, seconded by Aldr. Lewis. Approved unanimously by voice vote. **Motion carried.**

**7. Additional Business.**

**Mr. Joe McGraw:** Joseph McGraw, 1102 King Edward Avenue. I am requesting the committee recommend that the sewer cover in my front yard be restored to its original condition. We have a sewer in our backyard and it’s very large, but it was there when we bought the house. There is a second sewer cover in the front yard, northwest side of the lot. It is on the street side of the sidewalk. Sewer cover number three is in the front yard as well on my property line on the front west side of the lot.

On April 10, I came home I found another one had been uncovered and it is within steps of my front door. This storm drain has been there; the house was built 17 years ago and this drain has always been recessed a foot below the surface so if anyone needed to get to it, you have an easement and you can easily get to it. No one needed to get to it for 17 years; I have been there for 13 years and no one needed to get to it, but if they did, they were five minutes away from getting to it. I would imagine when the house was built, it was recessed for a good reason, because there is three already on the property and this one is in the middle of the house. The curb appeal is diminished dramatically and it is on my property, not the street side of the sidewalk.

I am simply asking we take into account there isn't a need to have access to it, it is an eyesore and it definitely devalues the property of the house. I have a letter from my Allstate Insurance agent, I will read the letter:

Joseph, I have a concern regarding the manhole cover located on your property. If the soil/sod erodes, the lip could be exposed and present a tripping hazard. Injuries are also a possibility should someone fall on the metal cover. The main concern I have is that in the event the covers are moved, serious liability issues could arise.

We can debate whether it's my fault that a kid smashes their head on it. The problem is if they sue me, I will have to get legal counsel and it becomes an expense for me. It is a significant liability hazard. It is obvious that we can recognize the fact that the curb appeal of the house is diminished dramatically. I'm the second owner of the property and when I purchased the house, it wasn't there. I'm requesting from the Committee that it be put back to its original form, a form that served the purposes of our Water Dept.

**Mr. Suhr:** I would like to thank Mr. McGraw for providing the data that you see here, some of which our staff has seen before and some we are seeing for the first time tonight as well. This is a Public Services project; it's a program that started years ago when we started identifying storm sewers that were buried throughout the City. We are currently getting ready for a new program which is usually a four to five year program for televising, cleaning, inspecting and doing general maintenance on all of the storm sewers throughout the community. This was the beginning to that program where we identified over the past several years at least 20 of these structures throughout the City that were buried. Just this past April, we started that project. Since March 1, we have unburied 20 of these structures and we know there are more out there and plan to continue unburying them as we find them.

This is in a Public Utility Easement; there is a 10 foot easement in front of this property, I have a map to give you an indication of where it is at. From Mr. McGraw's house there is a 10 foot Public Access Easement that runs along this entire strip that covers the storm sewer in front of all of these homes within this community. Mr. McGraw is correct; the storm sewer was buried 14 inches below the surface. The reason we are unburying these is from a maintenance and repair perspective, but more importantly in emergency situations as well. If there is an emergency situation such as a clog (which tends to happen at bends) and our utility needs to enter a storm sewer that is buried, we have to call for locates and that is a time commitment to call locates out, identify where it is and then physically dig it up before we can access it in an emergency situation.

The other benefit to having these structures exposed is for our Utility and Locate Divisions. From time to time if we do work in this area, whether it's replacement of a curb, replacement of street or a tree to the parkway, we need to call locates for those utilities. Our Locating personnel has to come out and verify the location of that manhole, so obviously having it exposed for those type of situations is a benefit to us. It is our recommendation that it needs to be this way, just like the 20 that we have been exposed over the past several months and all of the manholes that are exposed already throughout

the City. This is a public utility easement and it is important for us to maintain and have access to those utilities, so it is our recommendation to keep it the way it is.

That being said, I would also like to share a photograph that was taken this morning. It is not as abrupt as the original picture you saw, the grass is filled in and I think the condition over time will get better as the grass wraps itself around the exposed manhole. Mr. McGraw has met with A.J. Reineking, and Chris Adesso has been involved in this project as well. We have been working with Mr. McGraw to try to find a solution and a compromise; we offered to extend the landscape bed in his front yard at our cost to help hide the situation and eliminate the unsightliness, and we also offered to paint the top of the structure green so it blends in more or perhaps a potted plant to go on top. We have been trying to work with Mr. McGraw; he has been very kind and polite to come by our office several times to try to work this out, but we are at a stalemate now. Our position is that this is a public utility that needs to remain uncovered. Unfortunately it is in the front of his property, but I have to say if you go down this street as Mr. McGraw suggested, there are several of these manhole covers exposed already throughout the neighborhood.

**Mr. McGraw:** Yes, and three of which are in my front yard; this is the third. As far as the locate goes; it's common practice, you obviously knew where it was at. But if you need a more immediate locate on it, you can just spray paint a little, which is a common practice done by utility companies to know where it's at. As far as this easement issue; interestingly enough, I was never given notification at all about this prior to, and it's on private property. If you have an easement, that has to do with access. This is a construction project, very different. Now, we can debate what an easement is and I'm sure the City's attorney might have an interpretation, but there are other interpretations of what an easement is. This was a construction project that I was not notified of, otherwise I would have had this meeting before the construction project occurred. Realistically, if we were to get a random sample of 12 citizens of St. Charles, I present my case, you present yours; there is no question as to whose side they would be on.

This brings up an issue that is very important to do with property values in St. Charles. I'm a financial planner by profession. With the home equity values within St. Charles, it becomes a very important piece of the puzzle with regards to people's financial security. What this does is diminish the value of my house and my neighbors as well because if my house sells at a lower price, it's going to have domino effect on other homes in my subdivision. If we take a look at the elements of housing costs, insurance, property taxes, principal and interest; property taxes have doubled for me over the last 13 years. My house has not doubled in value; in fact, it is in extreme loss given the amount of modifications I have done to it. What that sewer does is diminish a significant amount of property value not only for me, but others within my subdivision.

I can understand the idea of doing Locates and needing access, but let's be realistic. In 17 years, it has never been accessed. You can etch an arrow in the concrete pointing to it and if it ever needs to be accessed over the next 17 years, you will know where it's at. The costs not only to me, my family, my neighbors and the ripple effect on the property

value and the increased liability far outweigh any plausible argument that can be made that there is a benefit for the City to raise access to that storm sewer.

**Chairman Turner:** I have one in my front yard and one in my back yard and there are three in my neighbor's front yard and nobody even knows they are there.

**Aldr. Stellato:** I have a point of order; I'm not sure what our goal is tonight. We cannot vote on this because it wasn't on the agenda, this is more for discussion. I would like to say we should have the City attorney weigh in on this matter and how it impacts us.

**Mr. McGraw:** If an attorney weighs in, let's be frank; the attorney is going to give an interpretation that is supportive of the view of the City and it's already voiced it. This is not the house that I bought. Just because we have other exposed sewers doesn't mean we should have another one on someone's property. It increases my liability; am I going to be compensated by the City for that increased liability? Will I be compensated by the City for the decreased property value? If you would like I can provide an opinion from an engineer as to the necessity of it and I can provide an opinion from an appraiser, I can provide more evidence of the insurance liability and what the additional cost would be. I would argue the easement and we can get into a debate about that, but I just really want the house that I bought with no devaluation of my property.

**Aldr. Payleitner:** Peter, speaking to the other manhole covers; I can't imagine there are three storm sewers on his property.

**Mr. Suhr:** This is the first time I have seen those photographs tonight. I think there is another easement in the back yard that is sanitary, and the other photograph was the other storm line.

**Mr. Adesso:** I would also like to say thank you to Mr. McGraw for coming tonight. He has been interacting with us in a very pleasant and professional way; it's been a pleasure to work with him, so I would like to thank him for that.

I have the original engineering plan for Lot 29, which is Mr. McGraw's home. The City's storm sewer utility goes on a straight angle from the center of Lot 28, which is actually in Mr. McGraw's neighbor's driveway and proceeds to the south to the manhole in front of Lot 30. The other manholes in the front yard are sanitary manholes, which is a separate utility, separate sewer, not related to storm water but related to sanitary sewer. There are manholes in the backyard which Mr. McGraw had pictures of, and those are storm sewer. I believe there are two storm sewer manholes on Mr. McGraw's property, one in the front and one in the back.

**Aldr. Payleitner:** So you couldn't access the front one by the back one; they are two different lines, correct?

**Mr. Adesso:** Correct. One other thing with locating, also, is that this type of utility is untraceable which means that in order for someone to locate the line accurately, it has to

be done by line of sight and when someone locates a utility by line of site, the method they do that by is by opening each cover and lining up between the two manholes by line of sight. The reason I mention that is not to debate the conversation today, but to mention that it is just as important for the citizens as well as the City because if this line cannot accurately be located, there is an opportunity for damage to the utility by a missed locate.

I will open it back up to Mr. McGraw if he has any closing comments; we do have some utility exhibits relating to the easement if it pleases the committee, I would be happy to share those, or, Mr. McGraw, if you would like those we would be happy to provide them.

**Aldr. Lewis:** I just want clarify; you want all of them covered, or just this one?

**Mr. McGraw:** Just this one.

**Aldr. Payleitner:** To Dan's point, as far as our attorney weighing in; I would like our attorney to address the liability issue because he could say whether the City was liable or you are.

**Mr. McGraw:** Liability is civically litigated; I can be sued whether a jury or judge binds that I am ultimately liable. But that it is on my property would make me a party and there would be costs to defend myself.

**Aldr. Payleitner:** If you have nothing to do with it, the courts would have to decide that.

**Mr. McGraw:** It's common sense. The only reason why I'm here is because I have faith in logic, reason and common sense.

**Aldr. Payleitner:** Historically, who is to blame for this?

**Mr. Suhr:** This certainly was part of the original development.

**Mr. McGraw:** 17 years ago, someone had common sense and recessed it.

**Aldr. Payleitner:** Or they were hiding their mistake.

**Mr. McGraw:** This is a really important point; what was the need?

**Aldr. Payleitner:** 17 years ago, they probably didn't need a lot of access to it. I live in a mature neighborhood and as trees mature and neighborhoods mature, access to storm sewers is important.

**Mr. Suhr:** We are learning from past mistakes and maintenance is a high priority with the Public Works Department. We have this on the schedule in the next four to five years to go in and do televising, flushing and maintenance on this particular structure.

**Mr. McGraw:** How frequently would you need to get access to it, realistically?

**Mr. Suhr:** Every four to five years at least for maintenance, flushing and televising. Any independent or intermediate times when there is an emergency event or a locate, which happens quite frequently in the event there was a tree that needed to be replaced on the parkway, so it could be once a year. It's truly difficult to tell what the frequency is.

**Aldr. Stellato:** Mr. Chairman, a point of order. I don't think we are going to accomplish anything here tonight. We need to go back and do our research, your attorney is going to say something different than our attorney, but you need to allow us to do our due diligence. This is the first time we have seen this. I think we need to end it here, we'll come back at another time and talk about this when we are more educated and have a chance to meet with our team and our staff.

**Mr. McGraw:** It doesn't sound like you are unbiased, I have to say.

**Aldr. Stellato:** Neither do you.

**Aldr. Payleitner:** What was wrong with their offer to increase your landscape bed?

**Mr. McGraw:** You have got to be kidding me.

**Aldr. Payleitner:** No, I thought it was very generous to tell you the truth.

**Mr. McGraw:** Have you seen my house?

**Aldr. Payleitner:** Yes, I have.

**Mr. McGraw:** You think extending the bed around the manhole cover would be consistent with the rest?

**Aldr. Payleitner:** Yes, done right.

**Mr. McGraw:** It seems to me that the Committee has already built a bias against this.

**Aldr. Stellato:** No, we have not. You are trying to put words in our mouth and that is not the case. We are asking time to do our due diligence.

**Chairman Turner:** My question is about liability and nothing else. Everything else is just an opinion. Thank you for coming.

## **8. Executive Session**

None.

**9. Adjournment from Government Services Committee Meeting.**

Motion by Aldr. Stellato, seconded by Aldr. Silkaitis. No additional discussion.  
Approved unanimously by voice vote. **Motion carried.**